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IN THE

Supreme Court of the United States

OCTOBER TERM, A. D. 1899.

No. 436.

United States Rubber Company, a Corporation, L. Candee & Co., a Corporation, and Metropolitan National Bank of Chicago, a Corporation,

vs.

American Oak Leather Company, Pfister & Vogel Leather Company, Thomas E. Wilder and John Wilder, Co-partners as Wilder & Company, Eagle Tanning Works, United States Leather Company, Lambeau Leather Company, The Barber Bros. Company, Boston Blacking Co., Bulletin & Good Roads, Carson-Pirie Monthly Co., Carver Cotton Gin Co., Calvert Lithographing & Engraving Co., B. E. Cole & Co., Colburn, Fuller & Co., Consumers' Box Manufacturing Co., The Continent Shoe Company, Crooks, Root & Co., Cycling Gazette, Easton Boot & Shoe Company, Estabrook-Anderson Shoe Company, Farnsworth, Hoyt & Co., I. P. Farnum, C. C. Farwell & Co., P. A. Field & Co., Fletcher Mfg. Co., A. F. Gallum & Sons, H. M. George & Co., Goldsmith, Rosenbush & Levie, Goodyear Rubber Company, The R. J. Gunning Co., M. L. Hiller & Sons, A. J. Marcus & Co., J. & H. Mayer, H. Michaels & Co., Milwaukee Tack Co., W. J. McBride, Pliable Shoe Co., Rousemaniere, Williams & Co., Shattuck & Binger, A. W. Shaw & Co., T. J. Shay & Co., The Singer Manufacturing Co., W. W. Spaulding, Spinney, Virtue & Co., Stowe, Bills & Hawley, Tallassay Pulp & Paper Mills, Tubular Rivet & Stud Company, University of Chicago Weekly, George H. Van Pelt, Warbasett Mills, Weir Bros. Paper Co., Consolidated Hand Method Lasting Machine Co., Hilliard & Merrill, Tripp Giant Leveller Co., Dry Goods Reporter Co. and E. H. Van Ingen & Co.

Certiorari to Circuit Court of Appeals for the Seventh Circuit.

PETITION OF RESPONDENTS.

JACOB NEWMAN,
FRED A. SMITH,
HORACE KENT TENNEY,
WM. J. MANNING,
G. W. NORTHRUP, Jr.,
Counsel for said Petitioners.

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PETITION OF RESPONDENTS.

JACOB NEWMAN,
FRED A. SMITH,
HORACE KENT TENNEY,
WM. J. MANNING,
G. W. NORTHRUP, JR.,
Counsel for said Petitioners.

To the Honorable, the Judges of the Supreme Court of the United States:

Your petitioners, American Oak Leather Company; Pfister & Vogel Leather Company; Thomas E. Wilder and John Wilder, co-partners as Wilder & Co.; Eagle Tanning Works; United States Leather Company; Lambeau Leather Company; The Barber Bros. Company; Boston Blacking Company; Bulletin & Good Roads; Carson-Pirie Monthly Company; Carver Cotton Gin Company; Calvert Lithographing & Engraving Company; B. E. Cole & Co.; Colburn, Fuller & Co.; Consumers' Box Manufacturing Company; The Continent Shoe Company; Crooks, Root & Co.; Cycling Gazette; Easton Boot & Shoe Company; Estabrook-Anderson Shoe Company; Farnsworth, Hoyt & Co.; I. P. Farnum; C. C. Farwell & Co.; P. A. Field & Co.; Fletcher Manufacturing Company; A. F. Gallum & Sons; H. M. George & Co.; Goldsmith, Rosenbush & Levie; Goodyear Rubber Company; The R. J. Gunning Company; M. L. Hiller & Sons; A. J. Marcus & Co.; J. & H. Mayer; H. Michaels & Co.; Milwaukee Tack Co.; W. J. McBride; Pliable Shoe Co.; Rousemaniere, Williams & Co.; Shattuck & Binger; A. W. Shaw & Co.; T. J. Shay & Co.; The Singer ManufacturingCo.; W. W. Spaulding; Spinney, Virtue & Co.; Stowe, Bills and Hawley; Tilmany Pulp and Paper Mills; Tubular Rivet & Stud Company; University of Chicago Weekly; George H. Van Pelt; Wachusett Mills; Weir Bros. Paper Co.; Consolidated Hand Method Lasting Machine Co.; Hilliard & Merrill; Tripp Giant Leveller Co.; Dry Goods Reporter Co.; and E. H. Van Ingen & Co.,

respectfully represent unto your Honors that on the 30th day of October, A. D. 1899, the United States Rubber Company, L. Candee & Co.; and Metropolitan National Bank of Chicago filed in the above entitled matter their certain petition, (making your petitioners respondents thereto), and praying for a writ of certiorari to the United States Court of Appeals for the Seventh Judicial Circuit, to bring up the record of the proceedings of a certain cause wherein said American Oak Leather Co. was complainant, and the said United States Rubber Company, L. Candee & Co., Metropolitan National Bank *et al.* were defendants, in the Circuit Court of the United States at Chicago, in which a decree had been entered in said United States Circuit Court, at Chicago, on May 4, A. D. 1899, from which decree an appeal had been prosecuted to said Circuit Court of Appeals by said United States Rubber Company, L. Candee & Co. and Metropolitan National Bank of Chicago, and a cross appeal had also been prosecuted to the same court by said American Oak Leather Company *et al.*, your petitioners herein, which said appeal and cross appeal were heard together by said Circuit Court of Appeals on one record, and on the hearing of which said appeal and cross appeal said Circuit Court of Appeals, on October 3, A. D. 1899, reversed the decree of said Circuit Court of the United States and remanded said cause to said Circuit Court; all of which will more fully appear from said petition of said United States Rubber Company, L. Candee & Co. and Metropolitan National Bank of Chicago remaining on file in the records of this cause in this court.

2. That with their said petition for *certiorari*, said United States Rubber Company *et al.* filed in this court a certified transcript of the record of said cause, which includes both said appeal and said cross-appeal, which transcript now remains on file in this court in this cause and is hereby made a part hereof.

3. That your petitioners here duly entered their appearance herein as respondents to said application, and thereafter this court, on December 11th, A. D. 1899, granted the prayer of said petition and directed said writ of *certiorari* to issue, and on December 14, A. D. 1899, said writ of *certiorari* was duly issued.

That thereafter, it was stipulated by and between your petitioners and said United States Rubber Company *et al.*, that said certified transcript of the record in said cause so already filed in this court by said United States Rubber Company *et al*, with their said petition for a writ of *certiorari*, should be taken as a return to said writ of *certiorari*, and in obedience to said writ of *certiorari*, and in pursuance of said stipulation, the Clerk of said Circuit Court of Appeals, on February 26, A. D. 1900, filed in this court his certain certificate, certifying that the said transcript of the record of said cause so filed by said United States Rubber Company *et al.*, in this court, with their said petition for *certiorari*, was a full, true and correct transcript of the record upon which said cause (viz. said appeal, wherein said United States Rubber Company *et al.* were appellants and said American Oak Leather Company *et al.* were appellees, and said cross appeal wherein the American Oak Leather Company *et al.* were appellants and said United States Rubber Company *et al.* were

appellees), was heard in said United States Circuit Court of Appeals, and thereafter, said record so filed and certified was duly printed by the Clerk of this court, in accordance with the rules of this court, and copies of said printed record were filed by said Clerk in accordance with the rules thereof, and still remain on file in this court in this cause, Number 436; all of which will appear from the records and proceedings herein in this court.

4. Your petitioners further show that said cause was a bill originally filed by said American Oak Leather Company, a citizen of Ohio, in the Circuit Court of the United States at Chicago, in chancery, against said United States Rubber Company, L. Candee & Co., Metropolitan National Bank of Chicago, C. H. Fargo & Co., a corporation, *et al.*, citizens of Illinois, Connecticut and New Jersey, in which it was averred in substance that said American Oak Leather Company had recovered a judgment at law against C. H. Fargo & Co., upon which execution had been issued and returned *nulla bona*, and also among other things, that certain judgments and warranty deeds and an assignment of book accounts were actually fraudulent, viz:

Two judgments by confession against C. H. Fargo & Co. entered August 6, 1896, in the United States Circuit Court at Chicago (one in favor of the United States Rubber Company for $145,400, and the other in favor of L. Candee & Co. for $38,300); also a judgment by confession in the state court at Chicago, entered August 6, 1896, against C. H. Fargo & Co., and in favor of the Metropolitan National Bank of Chicago, for $25,250.

An assignment of book accounts made August 6, 1896, by C. H. Fargo & Co. to said United States Rubber Company, and two warranty deeds from C. H. Fargo & Co. to said Metropolitan National Bank dated August 6, 1896, conveying to said bank said C. H. Fargo & Co.'s factory and plant at Dixon, Ill.

And also averring in substance (among other things) that all the tangible goods, chattels and effects of said C. H. Fargo & Co. had been levied upon and were held under executions issued upon said judgments in favor of the United States Rubber Company and L. Candee & Co. and that said United States Rubber Company was in possession of the book accounts of said C. H. Fargo & Co. and was collecting the accounts thereof, and that by reason of the acts and doings of said United States Rubber Company, L. Candee & Co. and Metropolitan National Bank of Chicago as set forth in said bill, they should not be allowed to share in the proceeds of said assets of C. H. Fargo & Co. until the claims of said American Oak Leather Company had been paid in full.

5. That thereafter said United States Court at Chicago appointed a receiver in said cause, and said tangible assets have been converted into money and a considerable amount of said accounts have been collected, and said receiver now has in his hands the sum of about $111,000 and upwards, to be disposed of and distributed in accordance with such decree as shall be finally made.

6. That after the filing of said bill other creditors of said C. H. Fargo & Co. who, with said American Oak Leather Company are the petitioners in this petition joined said American Oak Leather Company in

said suit. That the total claims of your petitioners in this petition aggregate over $200,000.

7. That thereafter said cause came on to be heard, and was heard and said Circuit Court of the United States at Chicago on May 4, A. D. 1899, entered a decree therein, holding and adjudging said confessed judgments, said assignment of book accounts and said warranty deeds to be constructively fraudulent, and set aside the same and each of them, and directed the moneys and assets in the hands of the receiver to be distributed *pro rata* in proportion to the amount of their respective claims among and between said American Oak Leather Company and said other creditors of said C. H. Fargo & Co., including said United States Rubber Company, L. Candee & Co. and Metropolitan National Bank of Chicago.

8. That thereafter said United States Rubber Company, L. Candee & Co., and Metropolitan National Bank prosecuted their certain appeal from said decree and proceedings of said Circuit Court of the United States to the Circuit Court of Appeals for the Seventh Judicial Circuit, assigning as error, in substance, that said Circuit Court of the United States had erred in holding said confessed judgments, said assignment of book accounts and said warranty deeds constructively fraudulent, and in not holding the same to be innocent and *bona fide*, and had erred in not directing said assets and moneys in the hands of the receiver to be first paid to said United States Rubber Company, L. Candee & Co., and Metropolitan National Bank of Chicago until their said judgments were paid in full, before any sums were paid to said American Oak Leather Company and the other cred-

itors of said C. H. Fargo & Co., which is the said appeal of said United States Rubber Company *et al.*, herein above mentioned.

9. That said American Oak Leather Company and said other creditors, (your petitioners in this petition) also prosecuted to said Circuit Court of Appeals for the Seventh Circuit, their said cross appeal from said decree of said United States Circuit Court, assigning as error (among other things) in substance that said Circuit Court of the United States had erred in not finding that said confessed judgments, said assignment of book accounts and said warranty deeds and each of them, were actually fraudulent, and had erred in not finding and decreeing that said United States Rubber Company, L. Candee & Co. and said Bank were guilty of actual fraud, and that by reason of the acts, doings and concealments of said United States Rubber Company, L. Candee & Co., and C. H. Fargo & Co. which had been adopted and ratified by said Metropolitan National Bank, said American Oak Leather Company and the other creditors who had joined in said creditor's bill, had been drawn in to give said C. H. Fargo & Co. credit between January 6, 1896, and August 6, 1896, which credit they would otherwise not have given, and that thereby the claims of said American Oak Leather Company and other creditors, filed in this cause, had been created, and that in justice and in equity, said claims should be first paid in full before said United States Rubber Company, L. Candee & Co. or said Metropolitan National Bank of Chicago were allowed to share in the assets of said C. H. Fargo & Co. in the hands of said receiver, and that by reason of said

facts, among other things, said Circuit Court had erred in permitting said United States Rubber Company, L. Candee & Co. and the Metropolitan National Bank to share in said moneys and assets in the hands of said receiver, before said American Oak Leather Company and the other creditors had been paid in full.

10. That thereafter said two appeals were heard together on the same record before said Circuit Court of Appeals, composed of their Honors, Mr. Justice Brown, Judge Woods and Judge Jenkins, and said Court, on the third day of October, 1899, denied the appeal of said United States Rubber Company *et al.* and overruled the errors by them assigned, and sustained said cross appeal of said American Oak Leather Company *et al.*, and the errors by them assigned, and entered one order and decree in the matter of said appeal and said cross-appeal, as so consolidated, whereby it reversed the decree of said Circuit Court of the United States, with costs, in so far as it permitted said United States Rubber Company, L. Candee & Co. and Metropolitan National Bank to share *pari passu*, with the other creditors in the said funds to be distributed, and remanded said cause to said Circuit Court with directions that said decree be so modified as to require the claims of the American Oak Leather Company and the other creditors, your petitioners here, to be first paid in full if the funds should be sufficient to that end. That on the decision of said cause in the Circuit Court of Appeals the majority opinion of said court was filed by Judge Woods, with whom concurred Judge Jenkins, and your petitioners are advised by counsel that in

said majority opinion it was held in effect that said United States Rubber Company, L. Candee & Co. and the Metropolitan National Bank were guilty of actual fraud, and therefore should be postponed. Your petitioners further show that Mr. Justice Brown filed a dissenting opinion in said cause on said hearing, in which he announced in effect that in his opinion said United States Rubber Company, L. Candee & Co., and the Metropolitan National Bank were guilty of constructive fraud, and for that reason the judgments and assignment of book of accounts obtained by them should have been set aside; but he further announced that in his opinion they were not guilty of actual fraud, and therefore should not be barred from sharing in the proceeds of the assets of C. H. Fargo & Co. *pari passu* with the other creditors.

Your petitioners further respectfully show that the questions raised by the errors assigned by your petitioners on their said cross appeal were the only questions on which there was any difference of opinion between Mr. Justice Brown and Judges Woods and Jenkins on the hearing of said appeal and cross appeal in the Circuit Court of Appeals, and owing to this fact, and on account of the large monetary interest to your petitioners involved in said questions, it is a matter of importance that on the hearing of this *certiorari* proceeding this court should be in position fully to consider, pass upon and determine said questions, and to adjudicate the same as fully as said Circuit Court of Appeals was enabled to adjudicate the same.

12. Your petitioners further represent that they are advised by counsel that this court has not promulgated any rules specifically regulating the practice in

like cases, and that their said counsel have been unable to find any decision or adjudication of this court fixing the practice of this court in like cases. That in the case of *Hubbard* v. *Tod*, 171 U. S., 494, an appeal had been prosecuted by an intervenor from a decree of the Circuit Court of the United States to the Circuit Court of Appeals, and in the same case a cross-appeal has been prosecuted from the same decree to said Circuit Court of Appeals by the defendants to said cause; that on the hearing in the Circuit Court of Appeals in the *Hubbard* case the decree of the Circuit Court of the United States had been affirmed, and the intervenor in said cause applied for a writ of *certiorari* from this court, which was granted, but the defendants (respondents) in said cause notwithstanding the fact that they had prosecuted a cross-appeal to said Circut Court of Appeals which had been affirmed, did not apply to this court for a writ of *certiorari*, and this court, in its opinion in said cause, said, by Mr. Chief Justice FULLER:

"It is provided by the Judiciary Act of March 3, "1891, c. 517, Par. 6.26, Stat. 826, 828, that any case "in which the judgments or decrees of the Cir- "cuit Court of Appeals are thereby made final, may "be required, by *certiorari* or otherwise, to be cer- "tified to this court, 'for its review and determina- "tion, with the same power and authority in the case "as if it had been carried by appeal or writ of error "to the Supreme Court.'

"This case belongs to the class of cases in which "the decree of the Circuit Court of Appeals is made "final by the statute, and having been brought up by "*certiorari* on the application of petitioner below, is "pending before us as if on his appeal.

"And as respondents did not apply for *certiorari*, "we shall confine our consideration of the case to the "examination of errors assigned by petitioner."

13. Your petitioners further show that inasmuch as said Circuit Court of Appeals sustained the contentions and assignment of errors of your petitioners, your petitioners are in no way dissatisfied with the decision of said Circuit Court of Appeals, but on the contrary thereof, are perfectly satisfied therewith, and have, therefore, no reason to pray for the issuance of a writ of *certiorari* from this court on account of any dissatisfaction of your petitioners with the decree of the Circuit Court of Appeals. That in the *Hubbard* case the respondents (defendants) who did not file a petition for *certiorari*, and whose errors this court for that reason refused to entertain, were defeated in the Circuit Court of Appeals, whereas your petitioners were successful in said court.

14. Your petitioners are nevertheless advised by counsel that in view of said decision and language in the *Hubbard* case, it may be a question of some uncertainty, as to whether or not on the hearing of this *certiorari* proceeding this Honorable Court will consider or pass upon the errors assigned by your petitioner in the matter of their said cross appeal, unless your petitioners apply to this court for some order in this matter, permitting or directing that on the hearing of this cause the errors of your petitioners shall be considered, and your petitioners secure the benefit and advantage thereof, and that the case stand in this court in the same situation as in the Court of Appeals and with the same power, in this court as in that. Your petitioners are also advised by counsel that it may be a question of some uncertainty whether this court may not consider the *certiorari* proceedings

herein as constituting in effect an appeal from the original decree of the trial court, by the parties petitioning for said writ of *certiorari* only (viz., said United States Rubber Company, L. Candee & Co. and the Metropolitan National Bank); *i. e.*, whether this court may not treat said cause on said hearing as though only said United States Rubber Company *et al.* had appealed to this court from said decision of said trial court (the Circuit Court of the United States), and as though your petitioners American Oak Leather Company *et al.* had not appealed therefrom.

15. Your petitioners further show that in order to remove all doubt and uncertainty on these questions, your petitioners heretofore requested counsel for said United States Rubber Company *et al.* to stipulate with your petitioners that on the hearing of these *certiorari* proceedings the errors assigned by your petitioners in the Circuit Court of Appeals should be heard, considered and determined by this court on said record, as well as the errors assigned by said United States Rubber Company *et al.*; but your petitioners show that said counsel for said United States Rubber Company *et al.* declined to enter into such stipulation, or any stipulation to that effect.

16. Your petitioners further humbly show as hereinabove set forth that the complete record of said cause, on which both said appeal and cross appeal were heard together, has been filed in this court in this *certiorari* proceeding, and is now actually on file in this court, and that this court has therefore full jurisdiction to enter all orders that may be necessary or convenient, in order to do complete justice in said cause.

17. Your petitioners therefore humbly pray that if this court is of opinion that upon the record in this cause as it stands it can and will consider the assignments of error which these petitioners assigned as hereinabove set forth in the matter of their said cross appeal in the United States Circuit Court of Appeals, and the questions presented by those assignments of error and that no affirmative action is necessary upon the part of these petitioners to entitle the court to consider and pass upon those questions, that in such case this court will so formally announce its decision in order that the question and the practice in this regard may be settled in advance, so that all parties to this case will know what the decision of the court is in that regard before the final hearing and before it is too late for petitioners to comply with whatever might be the decision of the court hereafter upon this question.

18. And your petitioners further humbly pray that (if this court shall be of opinion that it is necessary in order to secure to your petitioners a full consideration and hearing of their claims and cross errors, to enter such an order) then that this Honorable Court will enter an order herein directing and specifying that on the hearing of this *certiorari* proceeding all the errors assigned by your petitioners in the matter of their said cross appeal, be argued, considered, passed upon and determined, as well as the errors assigned by said United States Rubber Co. *et al.*

19. And your petitioners further humbly pray in the alternative that, if this court shall be of opinion that said relief herein above prayed for in paragraph 18 should not be granted, but nevertheless shall be

of opinion that it is necessary in order to secure to your petitioners a full consideration and hearing of their claims and assignments of error, to enter an order such as the following, then that this court may enter an order directing that said *certiorari* proceedings herein shall be considered, passed upon and determined in all respects as though your petitioners had filed herein their petition for a writ of *certiorari* to be issued out of the Clerk's office of this court, directed to the Honorable Judges of the United States Circuit Court of Appeals for the Seventh Circuit, commanding them to certify to this court the records and proceedings in said cause, so that this court might act thereon as of right and according to law ought to be done, and as though this court had granted the prayer of said petition, and had caused a writ of *certiorari* to be issued thereon, and as though such writ had been issued and the transcript of the record already filed herein had been filed in obedience to said writ as well as in obedience to said writ so actually issued herein as hereinabove set forth.

20. And your petitioners further humbly pray in the alternative that if this court shall be of opinion that neither the relief hereinabove prayed for in paragraph No. 17 nor that prayed for in paragraph No. 18, should be granted, but nevertheless shall be of opinion that it is necessary in order to secure to your petitioners a full consideration and hearing of their claims and the said errors so assigned by them that your petitioners should likewise apply for a writ of *certiorari*, then may it please your Honors to grant unto your petitioners the writ of *certiorari*

directed to the Honorable, the Judges of the Circuit Court of Appeals for the Seventh Circuit, commanding them to certify to this court the record of its proceedings in said cause, so that this court may act upon the said errors assigned by your petitioners, as of right and according to law ought to be done.

21. And your petitioners further humbly pray in the alternative that if this court shall not be of opinion that said relief hereinabove prayed for, or any part thereof, is needed by your petitioners or should be granted then that this court may make some order or give some direction, or announce some opinion as to the practice to be pursued in this case or like cases, and thereby definitely direct the course of procedure to be adopted by your petitioners, in order that your petitioners and other parties now or hereafter standing in this court in the position of your petitioners, may be advised how to proceed with certainty in order to secure a full and adequate hearing, and that justice may be done.

22. And that your petitioners may have such other and further relief, etc.

And your petitioners will ever pray.

American Oak Leather Company; Pfister & Vogel Leather Company; Thomas E. Wilder and John Wilder, co-partners as Wilder & Company; Eagle Tanning Works; United States Leather Company; Lambeau Leather Company; The Barber Bros. Company; Boston Blacking Co.; Bulletin & Good Roads; Carson-Pirie Monthly Co.; Carver Cotton Gin Co.; Calvert Lithographing & Engraving Co.; B. E. Cole & Co.; Colburn, Fuller & Co.; Consumers' Box Manufacturing Co.; The Continent Shoe Company;

Crooks, Root & Co.; Cycling Gazette; Easton Boot & Shoe Company; Estabrook-Anderson Shoe Company; Farnsworth, Hoyt & Co.; I. P. Farnum; C. C. Farwell & Co.; P. A. Field & Co.; Fletcher Mfg. Co.; A. F. Gallum & Sons; H. M. George & Co.; Goldsmith, Rosenbush & Levie; Goodyear Rubber Co.; The R. J. Gunning Co.; M. L. Hiller & Sons; A. J. Marcus & Co.; J. & H. Mayer; H. Michaels & Co.; Milwaukee Tack Co.; W. J. McBride; Pliable Shoe Co.; Rousemaniere, Williams & Co.; Shattuck & Binger; A. W. Shaw & Co.; T. J. Shay & Co.; The Singer Manufacturing Co.; W. W. Spaulding; Spinney, Virtue & Co.; Stowe, Bills & Hawley; Thilmany Pulp & Paper Mills; Tubular Rivet & Stud Company; University of Chicago Weekly; George H. Van Pelt; Wachusett Mills; Weir Bros. Paper Co.; Consolidated Hand Method Lasting Machine Co.; Hilliard & Merrill; Tripp Giant Leveller Co.; Dry Goods Reporter Co. and E. H. Van Ingen & Co.

By JACOB NEWMAN,
FRED A. SMITH,
HORACE KENT TENNEY,
WM. J. MANNING,
G. W. NORTHRUP, JR.,
Their Solicitors.

JACOB NEWMAN,
FRED A. SMITH,
HORACE KENT TENNEY,
WM. J. MANNING,
G. W. NORTHRUP, JR.,
Counsel for said Petitioners.

UNITED STATES OF AMERICA,
STATE OF ILLINOIS,
COOK COUNTY. } ss.

George W. Northrup, Jr., being first duly sworn, says that he is one of the solicitors, and the agent in this behalf of the petitioners named in the foregoing petition, and makes this affidavit for them and on their behalf. That he has read said petition and knows the contents thereof, and that the same is true in substance and in fact, as he is credibly informed and believes. George W. Northrup, Jr.

Subscribed and sworn to before me this 12th day of May, A. D. 1900.

C. T. Bloodgood

Notary Public in and for Cook County, Illinois.